

Town of Barre
CONTRACT FOR
EMERGENCY MEDICAL SERVICES
For
Town of Williamstown
2024-2027

This contract made this ____ day of _____, 2023 by and between the Town of Barre, Vermont, (hereinafter Barre Town), and the Town of Williamstown, Vermont (hereinafter Williamstown), for the purpose of establishing the terms, conditions and understandings for the provision of ambulance service to Williamstown.

WHEREAS, Barre Town Operates a Department of Emergency Medical Services (hereinafter BTEMS) under license of the State of Vermont EMS District #6; and

WHEREAS, Barre Town is willing to contract its emergency medical service to the towns of Berlin, Orange, Topsham, Brookfield, Washington, and Williamstown; and

WHEREAS, Williamstown desires to contract such Basic and Advanced Life Support (Paramedic) ambulance services for the benefit of its residents and visitors; and

WHEREAS, it is in the best interest of Barre Town and Williamstown to establish a long term contract to ensure stability and predictability in service and cost.

NOW, THEREFORE, the parties agree as follows:

1. Services:

A. BTEMS will respond to all requests for emergency medical service and emergent and non-emergent inter-facility transfers originating in Williamstown. BTEMS will respond to all requests for service with professionally trained, equipped, and licensed crews to assist, treat, and transport all patients in accordance with the highest professional standards, as well as current local hospital, Vermont State EMS, and BTEMS protocols.

B. BTEMS will operate three (3) EMS stations staffed twenty-four (24) hours per day and seven (7) days per week. These stations will be in East Barre (Route 302), Berlin (Berlin Fire Department, Paine Turnpike North (assuming a continuing rent

agreement)), and the Williamstown Public Safety Building.

C. All Emergency Medical Technicians shall be employees of Barre Town, and subject to hiring, firing, and discipline solely by Barre Town in accordance with its personnel policies. Barre Town shall maintain appropriate workers compensation coverage.

2. **Term:**

A. This is a 42-month (3 years + 6 months) EMS contract to serve Williamstown's current service area and shall be effective January 1, 2024 (subject to change depending on final execution of the contract) and expire on June 30, 2027.

3. **Patient Billing:**

A. Barre Town agrees to bill all patients and/or their insurance carriers, both public and private, directly for services provided, and to accept payment for such services as required by law. Patient billing shall be in accordance with a uniform billing rate system which may be amended by the Barre Town Selectboard. Ninety (90) days after the original billing date any patient accounts or account balances which remain unpaid but are collectible by law, shall be deemed delinquent and may be sent to a collection agency.

4. **Contract Subsidy:**

A. Williamstown agrees to pay Barre Town an annual fee based upon the population of Williamstown. The population of Williamstown shall be determined each year based on the most current figures as released by either the United States Census Bureau or the State of Vermont, Department of Health. As of the 2020 census, the population of Williamstown was 3,515 which would be multiplied by the per capita rate set by Barre Town as noted in the chart below.

B. Barre Town proposes a maximum annual per capita rate. This means that if income and expenses become very favorable, the per capita rate could be less. Assuming all six towns listed in the preamble herein sign contracts, and remain contracted with Barre Town, it is estimated that the per capita rate shall not exceed:

• Initial 1/2 year: Jan. 1, 2024 – June 30, 2024:	\$74.48 per capita
• Year 1: July 1, 2024 – June 30, 2025:	\$75.96 per capita
• Year 2: July 1, 2025 – June 30, 2026:	\$77.48 per capita
• Year 3: July 1, 2026 – June 30, 2027:	\$79.03 per capita

- C. Payment of said subsidy shall be as follows: **TBD**
- D. The estimated maximum per capita rates listed in subsection B above have been calculated to the best ability of Barre Town. However, the actual rates may exceed those estimates in the event of extraordinary, unforeseeable circumstances such as, but not limited to as noted in subsection E. Should Barre Town decide it needs to raise the per capita rates above the dollar amounts, the Barre Town Selectboard will give the Williamstown Selectboard a written explanation for the adjusted per capita rate and will offer to meet with the Williamstown Selectboard.
- E. Maximum annual per capita rates would not be exceeded unless BTEMS experiences one or more of the following:
 - (1) A decrease of 10% or more in total billable calls from year to year.
 - (2) A greater than 20% increase in vehicle fuel price from one budget year to the next.
 - (3) A greater than 12% increase in annual health insurance premiums for BTEMS employees.
 - (4) State taxes on ambulance revenues increase above 3.3%.
 - (5) Federal or State government changes in Medicare and/or Medicaid rate structures or billable services reducing revenues.
 - (6) Other customer town(s) discontinue BTEMS service.
 - (7) Operating expenses exceed operating revenue. The per capita rate charge makes up the difference to produce a balanced Ambulance Fund budget.

5. Termination:

- A. Barre Town may cancel this contract for failure of Williamstown to make timely payments on the contract subsidy in accordance with this contract except that Barre Town shall first give thirty (30) days advance notice of its intention to terminate, and Williamstown may bring current any outstanding amounts due during such 30-day period.
- B. Williamstown may terminate this contract due to the failure of Barre Town and BTEMS to provide services as described herein, after giving Barre Town thirty (30) days written notice of the termination date and the reason(s) for the termination with sufficient specificity to allow Barre Town to cure the deficiency. The contract shall not terminate if, during the thirty day period, Barre Town corrects the deficiency by (1) notifying Williamstown in writing of its intent to cure and providing a concrete plan for making the necessary changes, improvements, or corrections within a reasonable period of time, not to exceed sixty (60) days; (2) demonstrating or

- explaining to the Selectboard of Williamstown that such changes, improvements, or corrections shall correct the deficiency; and (3) making the changes, improvements, or corrections in accordance with the written plan. Should Williamstown terminate this contract for cause as set forth in this paragraph, it shall be entitled to a pro-rated refund of the annual contract subsidy paid as of the termination date.
- C. Williamstown may terminate this contract without cause at any time during the contract year by providing written notice of the termination date to the Barre Town Selectboard and paying a termination fee, as set forth in subsection E. Termination without cause during the contract year shall not entitle Williamstown to a refund of any portion of the annual contract subsidy or relieve it from its obligation to pay such subsidy.
 - D. Williamstown may terminate this contract without cause at the end of any contract year by providing written notice sixty (60) days in advance and paying a termination fee, as set forth in subsection E.
 - E. Should Williamstown terminate this contract without cause as set forth above, it shall pay, as liquidated damages, a termination fee equal to one-half of the maximum annual contract subsidy for the year following termination. The fee shall be due at the time notice of termination is given, and no notice shall be effective unless accompanied by the fee. The provisions hereof requiring payment of a termination fee as agreed upon liquidated damages is intended solely to compensate Barre Town for estimated actual damages arising from the termination by Williamstown. It is not intended to be a penalty for breach nor is it an incentive for Williamstown to fulfill the obligations of this agreement.
 - F. Should Williamstown choose not to renew this contract at the end of its term, one-hundred and twenty (120) days written notice is expected.

6. Obligations of the Town of Williamstown:

- A. Williamstown shall assist BTEMS in keeping its E911 maps current by informing BTEMS of all new road or streets and name changes and major developments such as new or expanded residential developments, new school buildings, shopping centers, etc.
- B. Williamstown shall inform BTEMS of any anticipated event(s) or festival(s) which may impact the demand for services from BTEMS.
- C. Williamstown will house a BTEMS ambulance crew (up to 3 staff members) at its public safety building located at 249 Meadow Street, Williamstown Vermont. As part

of this agreement Williamstown agrees to provide BTEMS the current EMS office (not shared), 2 bedrooms (not shared), a washroom with shower, gender appropriate bathroom(s), a day room with furniture for down time between calls, and a full kitchen (can be shared space). A separate facility rental agreement will be executed with annual rent not to exceed \$12,000.

- D. Williamstown may transfer ownership of their existing EMS equipment to Barre Town. Transfer, if chosen, shall be at no cost to Barre Town and shall include, but not limited to: Williamstown Ambulance 1 and all equipment on it that maintains it as an operational licensed AEMT ambulance by the VT Department of Health EMS office. Any and all medical supplies, EMS training equipment and EMS operational supplies or equipment not listed herein.
- E. Williamstown will supply BTEMS and maintain a list of emergency contacts for the following:
 - (1) Issues at the public safety building
 - (2) Road crew
 - (3) Williamstown Schools
 - (4) Municipal Buildings

7. Insurance

- A. Barre Town shall maintain adequate levels of general and professional liability insurance for the protection of Barre Town and patients served or treated.

8. Severability

- A. If any part, portion, or provision of this contract shall be deemed to be invalid or unenforceable it shall not be deemed to render invalid or unenforceable any other part, portion, or provision.

9. Entirety of Agreement

- A. This contract constitutes the entire agreement between the parties and may be amended or modified only by written consent of the parties. Unless otherwise provided herein, the parties retain rights, privileges and remedies available by law.

DATED at _____, Vermont, this _____ day of _____, 2023

Witness

Duly Authorized Agent for the Town of Barre

DATED at _____, Vermont, this _____ day of _____, 2023

Witness

Duly Authorized Agent for the Town of Williamstown

DRAFT